



(LAND) SELLER'S PROPERTY DISCLOSURE STATEMENT MONTANA ASSOCIATION OF REALTORS® STANDARD FORM

1 The undersigned Seller, having entered into a listing with _____
 2 as Broker, dated _____, and involving certain real property located at
 3 _____ in the City of _____,
 4 County of _____, Montana, which real property is legally described as
 5 _____
 6 _____
 7 _____

8 _____ (the Property). Seller
 9 executes this Disclosure Statement, in order to assist the Broker in disclosing all adverse material facts
 10 which concern the Property to prospective purchasers. Montana law defines an adverse material fact as a
 11 fact that should be recognized as being of enough significance as to affect a person's decision to enter into
 12 a contract to buy or sell real property and may be a fact that materially affects the value of the Property,
 13 that affects the structural integrity of the Property, or that presents a documented health risk to occupants
 14 of the Property.

SELLER'S DISCLOSURE

15
 16
 17
 18 The Seller declares that the Seller has prepared this Disclosure Statement and any attachments thereto
 19 based on any adverse material facts known to the Seller. Seller hereby authorizes the Broker to provide a
 20 copy of this Statement to any person or entity in connection with any actual or anticipated sale of the
 21 Property. Seller further agrees to indemnify and hold the Broker harmless from all claims for damages
 22 based upon the disclosures made in this Disclosure Statement along with the failure of the Seller to
 23 disclose any adverse material facts known to Seller.

24
 25 THIS INFORMATION IS A DISCLOSURE BY THE SELLER OF ADVERSE MATERIAL FACTS
 26 CONCERNING THE PROPERTY AS OF THE ABOVE DATE. IT IS NOT A WARRANTY OR
 27 REPRESENTATION OF ANY KIND BY THE SELLER, THE BROKER OR THE SALESPERSONS AND IS
 28 NOT A CONTRACT BETWEEN SELLER AND BUYER. THIS DISCLOSURE STATEMENT IS NOT A
 29 SUBSTITUTE FOR ANY INSPECTIONS THE BUYER MAY WISH TO OBTAIN.

30
 31 Please describe any Adverse Material Facts affecting the property and concerning the matters noted below
 32 or other matters. If the space provided is inadequate, please attach additional sheets.

33
 34 Easements (written or unwritten): _____
 35 _____

36 Boundaries or Property Lines: _____
 37 _____

38 Encroachments or similar matters that may affect your interest in the subject property including but not
 39 limited to buildings, fences, etc.: _____
 40 _____

41 Access to the property: _____
 42 _____

43 Settling, slippage, sliding or other soil problems: _____
 44 _____

45 Flooding, drainage or grading problems: _____
 46 _____

47 Location of the property in a flood plain, shoreline master plan, wetland or other environmentally sensitive
 48 area: _____
 49 _____

 Buyer's Initials

(Land) Seller's Property Disclosure Page 1 of 3

 Seller's Initials

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James A Bowditch

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Untitled

50 Water rights and private wells: _____
51 _____
52 Restrictive Covenants and Deed restrictions: _____
53 _____
54 Septic system approval or existing septic system: _____
55 _____
56 Major damage to the property from fire, earthquakes, floods, slides, etc.: _____
57 _____
58 Zoning violations, non-conforming uses: _____
59 _____
60 Neighborhood noise problems or other nuisances: _____
61 _____
62 Property Owner's association obligations (dues, lawsuits, etc.): _____
63 _____
64 Notice of abatement or citations against the property: _____
65 _____
66 Lawsuits against the Seller threatening or affecting the real property: _____
67 _____
68 Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the property, existing or
69 proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution: _____
70 _____
71 Street or utility improvement planned that may affect or be assessed against the property: _____
72 _____
73 Zoning or land use change planned or being considered by the city or county: _____
74 _____
75 Proposed increase in tax assessment value or property owner's association dues for the property: _____
76 _____
77 Underground storage tanks or class II injection wells: _____
78 _____
79 Property leases, crop shares, mineral or hydrocarbon leases or other such agreements: _____
80 _____
81 Mineral or hydrocarbon reservations _____
82 _____
83 Conservation Easements (existing or proposed): _____
84 _____
85 Landfill (compacted or otherwise) on the property or any portion thereof: _____
86 _____
87 Environmental issues affecting the property: _____
88 _____
89 Noxious Weeds: _____
90 _____
91 Airport affected area: _____
92 _____
93 Other matters: _____
94 _____
95 _____
96 _____
97 _____
98 _____
99 _____
100 _____

Buyer's Initials

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Untitled

101 Seller certifies that the information herein is true, correct and complete to the best of the Seller's knowledge
102 and belief as of the date signed by Seller.

103
104 Seller _____ Date _____

105
106 Seller _____ Date _____

107
108
109 Please note the following changes to the foregoing disclosure: _____

110 _____

111 _____

112 _____

113 _____

114 _____

115 _____

116 _____

117 _____

118 _____

119 _____

120 _____

121 _____

122 _____

123 Date: _____ Seller's Signature _____

124 _____

125 _____

126 _____

127 _____

128 Subject Property Address: _____

129 _____

130 BUYER(S) UNDERSTAND THAT THE FOREGOING DISCLOSURE STATEMENT SETS FORTH ANY

131 ADVERSE MATERIAL FACTS CONCERNING THE PROPERTY THAT ARE KNOWN TO THE SELLER.

132 THE DISCLOSURE STATEMENT DOES NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES

133 CONCERNING THE PROPERTY, NOR DOES THE FACT THIS DISCLOSURE STATEMENT FAILS TO

134 NOTE AN ADVERSE MATERIAL FACT CONCERNING A PARTICULAR FEATURE, FIXTURE OR

135 COMPONENT IMPLY THAT THE SAME IS FREE OF DEFECTS. BUYER(S) IS/ARE ENCOURAGED TO

136 OBTAIN PROFESSIONAL ADVICE, INSPECTIONS OR BOTH OF THE PROPERTY AND TO PROVIDE

137 FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH

138 RESPECT TO ANY ADVICE, INSPECTIONS OR DEFECTS. BUYER(S) ARE NOT RELYING UPON THIS

139 PROPERTY DISCLOSURE STATEMENT FOR BUYER(S)' DETERMINATION OF THE OVERALL

140 CONDITION OF THE PROPERTY IN LIEU OF OTHER INSPECTIONS REPORTS OR ADVICE.

141

142 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

143

144 Buyer _____ Date _____

145

146 Buyer _____ Date _____

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.